

Now, therefore, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Construction:

1.1 Subject to Licensee's oversight and review and as set forth hereinafter, Amcell shall manage and supervise the initial construction of the System in accordance with the outline system configuration set forth on Schedule A hereto provided, however, the description of the design and specifications for the System as shown on Schedule A shall be modified immediately prior to commencement of construction of the System to account for any requirements imposed by the FCC and to assure that the System employs best available technology at the time construction begins for providing Service to customers (the "Outline System Configuration"). Amcell shall devote such time and resources to construction of the System as are necessary to assure the proper and expeditious completion of the system construction and shall make available to the System the full range of its expertise and experience in constructing cellular systems.

1.2 Licensee shall take all reasonable and appropriate steps (i) to obtain from the FCC the Construction Permit, and (ii) to protect the Construction Permit, including, but not limited to, satisfying all conditions of the Construction Permit, and responding fully to any and all FCC inquiries, proceedings, or adversarial pleadings of whatever nature filed with respect to the Construction Permit.

1.3 Within ninety (90) days of the Grant of the Construction Permit by the FCC for the System, Amcell shall prepare and present to Licensee (i) the Design in reasonable detail based on the Outline System Configuration, and (ii) the Budget.

1.4 Within ten (10) days of receipt of the Design and the Budget, Licensee shall either approve the Design and Budget or advise Amcell of specific items not approved by it. At the request of Amcell, Licensee shall provide within ten (10) days of such request detailed engineering or other substantiation for the basis of any specific items not approved. Licensee and Amcell agree to promptly and diligently use their best efforts to resolve all items not approved by Licensee, and in the event such items cannot be resolved, to share the cost of obtaining the opinion of a professional engineer to resolve such open items. It is agreed that James Audet is an acceptable professional engineer for this purpose. Such professional engineer shall be instructed to submit its report and opinion within forty-eight (48) hours of receipt of the request.

1.5 Promptly upon receipt of Licensee's approval of the Design and the Budget, Amcell shall undertake the commencement of the construction of the System in accordance with the Design and the Budget. Subject to Licensee's continuing oversight and review, Amcell shall be responsible for the management and supervision of all activities integral to the construction of the System, including, but not limited to, and subject in each instance to obtaining any necessary FCC approvals, the following:

(i) developing in reasonable detail and to the extent appropriate in the light of the size and configuration of the System, the System Design, including, but not limited to, development of a cell configuration, formulation of a frequency plan, brief analysis of propagational characteristics, tentative projection of the probable volume and location of demand, tentative allocation of system capacity, and selection and (upon design approval) acquisition as agent for Licensee of sites for control point, if required, and base stations;

(ii) upon approval of the Design by Licensee, negotiating as agent for Licensee, such purchase agreements, leases and/or contracts, and/or securing such additional third party consents as Licensee may approve in the Design and as may be necessary to permit the full use of the control point and base station sites selected;

(iii) securing, as Licensee's agent, such zoning or other necessary governmental approvals as may be required to permit the use of the control point and base station sites selected and acquired;

(iv) preparing proposed modifications to the Construction Permit for Licensee's review, approval, and execution and, as agent for Licensee, filing such modification applications and securing FCC approval thereof, and securing as agent for Licensee such FAA approval as may be required for tower and antenna placements and heights;

(v) control point and base station site preparation, including construction and modification of radio towers and

buildings to house switching and base station equipment, construction and improvement of access roads, and installation of such security facilities as may be necessary to meet FCC or vendor requirements;

(vi) installation of base station equipment and such other facilities as may be necessary or appropriate to the operation of such equipment and the System or, to the extent appropriate to or required by the approved Design, the negotiation and execution as agent for Licensee of such agreements as are necessary to obtain use of any other existing or planned cellular system; and

(vii) subject to Licensee's review, approval and execution, completing and filing any applications necessary to obtain the Operating License from the FCC.

1.6 It is agreed that the System shall be constructed with equipment manufactured by Motorola, Inc. in order to achieve maximum operating efficiencies and interconnection capabilities with surrounding systems. Amcell agrees to negotiate and complete, as agent for Licensee but subject to supervision and final approval by Licensee, such equipment purchase and financing agreements as may be necessary to construct the System.

1.7 Amcell shall, subject to the supervision and final approval of Licensee, negotiate such interconnection agreements as may be desirable and shall implement such interconnection.

1.8 The Budget shall set forth in reasonable detail all costs related to the construction of the System as set forth in the Design. Amcell agrees to cause the System to be constructed in accordance with the Design and at a cost not exceeding that set forth in the Budget. Amcell guarantees that the Budget,

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excluding Amcell's construction project fee as set forth in Section 1.10 below, will not exceed \$1,250,000 to complete construction of the System in accordance with the Design. Any costs in excess of \$1,250,000 to complete the System in accordance with the Design and make the System fully operational will be borne by Amcell. Licensee acknowledges that the Design contemplates four (4) cell sites using existing towers and buildings and that the limitation of the Budget provided for herein does not apply to the additional costs that will be incurred if existing towers or buildings are not available. The parties hereto agree that ~~financing to construct~~ ^{non-revenue} the system shall be sought from the vendor or other available sources on terms substantially similar to financing obtained for other cellular systems constructed in the Middle Atlantic states and at prevailing interest rates for this type of financing.

1.9 The parties agree that it is in the best interests of the System, the owners of the System and Amcell that the System be designed and constructed in an expeditious manner and the parties hereto agree to use their best efforts to design and construct the system as quickly and expeditiously as possible.

1.10 For the services provided by Amcell hereunder, Amcell shall be reimbursed for all of its Out-of-Pocket Expenses and shall be paid a construction project fee equal to 10% of the total cost of constructing the System. The fee shall be provided for in the Budget. The costs of the services of Amcell's principal executive officers in providing management and supervisory functions with the exception of such Out-of-Pocket Expenses as travel, shall be included without additional expense

to the System. Such expenses and fee will be paid on a quarterly basis during the initial construction of the System. Amcell shall submit a statement showing in reasonable detail the calculation of the expenses and fee claimed for the prior quarter within 30 days of the close of the quarter.

II. Switching Services:

2.1 During the term provided in Section 5.2 of this Agreement, and subject to the terms and provisions hereof, Amcell agrees to provide all switching services to Licensee as may be necessary to operate the System and Licensee agrees to purchase all such services from Amcell.

2.2 Licensee agrees to pay to Amcell monthly for the switching services provided hereunder a sum equal to \$.05 (the "Switch Rate") times the aggregate number of minutes of usage of the switch by Licensee, including usage by its customers and wholesale distributors of service, including Amcell, during such month, in either event payable within 30 days after the end of each month. In the event Licensee's per minute charge to customers for Service during Peak Usage Period (the "Service Rate") is reduced to less than \$.30 per minute, the Switch Rate will be reduced to an amount equal to (a) \$.05 times (b) the Service Rate divided by \$.30. Licensee further agrees to pay to Amcell an amount equal to all costs incurred by Amcell directly and exclusively attributable to Licensee in connection with the provision of switching services hereunder.

2.3 Licensee shall pay, directly to the provider of the services, or to Amcell in the event the service is provided to or

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by Amcell, the charges of all other carriers for the handling of all traffic on the System, including, without limitation, charges in connecting each cell site with the Switch and charges of all other telecommunications common carriers. All such charges shall be paid by Licensee promptly when due.

2.4 Amcell shall maintain the Switch good order and repair in accordance with industry standards and Amcell's maintenance policies during the term of this Agreement so as to provide switching services to Licensee in accordance with the terms hereof. Amcell will use its best efforts to maintain a busy hour grade of service during the Peak Usage Period no worse than P.05 between the switching office and the landline network. Amcell SHALL NOT BE LIABLE FOR ANY LOST PROFITS NOR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES in connection with the switching services provided hereunder, or for any non-performance or delay caused by Act of God or other force majeure or event outside of control of Amcell.

2.5 Amcell has not made any representation or warranty, express or implied, as to the design or operation of the switch or as to the quality of the switching service provided thereon or any other representation or warranty whatsoever with respect to thereto.

2.6 Amcell agrees to provide to Licensee, by means of magnetic tape, on a monthly basis such information as Licensee may reasonably require as to usage of the System and usage of all other telecommunications common carriers for handling all traffic on the System and charges in connecting each cell site with the Switch, provided, however, Amcell shall not be required to

provide information as to usage of Service by Ancell's Authorized Users except to the extent required by Licensee to determine charges payable by Ancell pursuant to Section 4.4 hereof.

III. Maintenance Services:

3.1 During the term provided in Section 5.2 of this Agreement and subject to the terms and provisions hereof, Ancell agrees to provide all maintenance services for the control point and base station sites in the System as may be necessary so that the System may provide a level of service comparable in nature, coverage and quality to the cellular telephone systems currently operational in the Middle Atlantic states. Such maintenance services shall include, but not be limited to, the following:

- (1) Hire, train and equip any additional technical and supervisory personnel as may be deemed required.
- (2) Consistent with Ancell's current practice and vendor recommendations maintain a separate inventory of switching, interconnection and cell site spares.
- (3) Consistent with Ancell's own practices, maintain a twenty-four (24) hour a day 365 day a year monitoring program of the System to detect and correct in a timely manner any service affecting outages.
- (4) Assure that all vendor supplied upgrades of hardware and software are obtained, installed and operational in a timely manner.
- (5) Conduct audits of the System to assure optimal operation per vendor specifications and compliance with FCC rules and regulations.

(6) Provide engineering supervision and monitoring services to avoid co-channel interference problems with immediately adjacent systems.

(7) Maintain an active database on the usage of cell sites, interconnection facilities and landline trunks to obtain the maximum usage of these facilities and assist the Licensee in planning expansions consistent with sound engineering and business practices.

3.2 For the services hereunder in maintaining the control point and base station sites pursuant to Section 3.1 hereof, Amcell shall be (i) reimbursed for all of its Out-of-Pocket Expenses (as hereinafter defined) incurred in maintaining those sites, and (ii) paid a fee equal to 10% of such Out-of-Pocket Expenses. Such reimbursement and fee shall be payable to Amcell quarterly within thirty (30) days of the submission by Amcell of reasonable substantiation of the amount of its Out-of-Pocket Expenses.

3.3 "Out-of-Pocket Expenses" as used in this Article shall include (i) all sums paid directly by Amcell to vendors or Independent Contractors in providing supplies, equipment or maintenance services pursuant to Section 3.1 hereof, and (ii) with respect to employees of Amcell or its Affiliates who provide services pursuant to Section 3.1, an amount equal to the total cost of employment of such persons, to the extent of the time expended in providing such services, and (iii) any sums paid by the Licensee or the System directly in connection with the services to be provided by Amcell pursuant to paragraph 3.1 hereof.

3.4 It is agreed that Amcell may utilize employees of Affiliates in providing the services hereunder.

IV. Cellular Service:

4.1 During the term provided in Section 5.2 of this Agreement and subject to the terms and provisions hereof, Licensee agrees to provide cellular radio Service to Authorized Users of Amcell when within the range of cell sites located within the MSA.

4.2 Service is subject to system capacity limitations, transmission limitations caused by atmospheric and similar conditions and the failure of interconnecting facilities outside the control of Licensee, and service may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved Service.

4.3 Licensee will provide Access Numbers to Amcell when requested by Amcell. Access Numbers provided to Amcell will not be activated until notification is received from Amcell. Subject to the services provided by Amcell pursuant to Article II hereof, Licensee will activate service for an Access Number within twenty-four (24) hours of Amcell's request. A service activation fee will be charged.

4.4 As a wholesale customer of Licensee's Service hereunder, Amcell shall receive the following discounts from Licensee's established activation fees, monthly access charges and per-minute usage charges:

Number of AMCELL Units
On Licensee's System

Discount

| | |
|----------------|---------|
| 1-499 | -0- |
| 500-749 | 20% |
| 750 and beyond | 33-1/3% |

In any event, the activation fees, monthly access charges and per-minute usage charges to Amcell hereunder shall be the most favorable (lowest such) fees charged by Licensee to any other of Licensee's wholesale customers. Subject to the foregoing, Licensee will have the right to adjust its fees at any time subject to giving thirty (30) days advance written notice thereof to Amcell. As the operator of the Switch, Amcell shall pay directly all charges of all other carriers for handling traffic of Amcell's Authorized Users.

4.5 (a) Amcell is charged by Licensee for Airtime Usage when calls are originated and when calls are received to its Authorized Users' Access Numbers.

(i) Chargeable time for calls originated by a mobile radio unit using the Service begins when a connection is established to the Licensee's facilities, and ends when the mobile radio unit disconnects.

(ii) Chargeable time for calls received by a mobile radio unit using the Service begins when the call is answered and ends when the mobile radio unit disconnects.

When a connection is established in one rate period and ends in another, the rate in effect for each period applies to the portion of the connection occurring within each rate period.

(b) The prices charged Amcell by Licensee do not include any amounts resulting from taxes, fees, or exactions imposed by

or for any municipal corporation or other political subdivision or agency of government relating to the provision of the Service and against Licensee, its property or its operations, excepting only taxes imposed generally on corporations. The amounts resulting from such taxes, fees, or exactions imposed against Licensee, its property, or its operations excepting only taxes imposed generally on corporations, shall be billed pro rata based upon all users of Service on the System.

(c) Pursuant to Article II hereof, a magnetic tape will be provided monthly by Amcell to Licensee. The tape will identify detail usage for each Access Number.

4.6 A. Use of Service by Amcell:

(i) Service is furnished for use by Amcell and its Authorized Users.

(ii) An Access Number may not appear in more than one mobile radio unit.

(iii) Orders, including those which involve the activation, change, or the discontinuance of Service, will be accepted by Licensee for implementation by Amcell pursuant to Article II hereof.

(iv) Service provided herein may be resold subject to applicable state and/or federal regulation.

B. Abuse and Fraudulent use:

(i) Service shall not be used to make foul or profane expressions, to impersonate another person with fraudulent or malicious

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intent, to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person, or for any unlawful purpose.

(ii) Service shall not be used in such a manner as to interfere unreasonably with the use of the Service by one or more other customers.

C. Amcell will pay directly all toll charges resulting from the origination of mobile calls by Amcell's Authorized Users to points outside of the MSA. These charges are in addition to the charge for usage.

D. Amcell has no property right in the telephone numbers (Access Numbers) associated with its Authorized Users' mobile radio units. Licensee reserves the right to assign, designate or change such numbers when reasonably necessary in the conduct of its business.

4.7 Limits of Liability:

A. Because Licensee has no control of the communications utilizing the Service, and because of the unavoidability of errors incident to the use of the Service, the Service furnished by Licensee is subject to the terms, conditions and limitations herein specified.

LICENSEE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE FACILITIES OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IT IS INTENDED BY THE PARTIES THAT

THIS SECTION SHALL APPLY TO AMCELL AND ANY OF AMCELL'S AUTHORIZED USERS.

B. The Service furnished by Licensee in addition to the limitation set forth preceding, also is subject to the following limitation: the liability of Licensee for damages arising out of mistakes, omission, interruption, delays, errors or defects in transmission, or failures or defects in facilities furnished by Licensee occurring in the course of furnishing Service caused by the negligence of Amcell or Amcell's Authorized User, or of Licensee in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate access charge to Amcell for the period of the service disruption.

Neither Amcell nor its Authorized User shall have any rights to consequential damages for reason of such mistakes, omission interruption, delay or error or defect in transmissions or failure or defect in transmission.

Licensee shall in no event be liable for interruption or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by acts of God, fire, war, riots, act of Government or other causes beyond its control.

Amcell or its Authorized User agree, indemnify and save Licensee harmless for libel, slander, or infringement of copyright from the material transmitted over its facilities: against claims for infringement of patents arising from combining with, or used in connection with facilities of the Licensee, apparatus and systems of Amcell or its Authorized User; and

against all other third party claims arising out of any act or omission of Amcell in connection with facilities provided by Amcell.

V. General:

5.1 Definitions -- As used herein, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Access Number" shall mean a telephone number provided to Amcell by the Licensee and associated with Amcell's Authorized Users' mobile radio units, enabling use of the cellular System.

"Affiliate" shall mean any Person that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by or is under common control with a Party.

"Agreement" shall mean this Agreement entered into between Licensee and Amcell.

"Airtime Usage" shall mean a period of time, measured in minutes, which Amcell or its authorized user uses the cellular System.

"Application" shall mean the application, as amended from time to time, originally filed by Licensee (FCC File No. 14261-CL-P-134-A-86), which application was chosen by the FCC as the Tentative Selectee for authorization to construct the System.

"Authorized User" shall mean a Person that is authorized by Licensee to use the Service.

"Budget" shall have the meaning provided in Section 1.8 of the Agreement.

"Construction Permit" shall mean the FCC authorization to construct the System.

"Design" shall mean the final equipment design and configuration and specifications for the System based upon the Outline System Configuration.

"FCC" shall mean the Federal Communications Commission.

"Final Order" shall mean an action by the FCC or a State regulatory agency as to which: (i) no request for stay by the FCC or State agency, as applicable, the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before the FCC or State agency, as applicable, and the time for filing any such petition has passed; (iii) the FCC or State agency, as applicable, does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court of the FCC's or State agency's, as applicable, action is pending or in effect, and if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

"Grant" shall mean issuance by Final Order.

"Independent Contractor" shall mean a Person unaffiliated with Amcell who is capable of providing services pursuant to this Agreement.

"MSA" shall mean the Atlantic City, New Jersey Metropolitan Statistical Area.

"Operating License" shall mean FCC authorization to operate the System.

"Outline System Configuration" shall have the meaning provided in Section 1.1 of the Agreement.

"Out-of-Pocket Expenses" shall have the meaning provided in Section 3.3 of the Agreement.

"Party" shall mean a signatory to the Agreement or its assignees or successors.

"Peak Usage Period" shall be

1. 7:00 a.m. to 8:00 p.m. Monday through Friday.

"Person" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such person as the context may require.

"Service" shall mean a service which utilizes the System's cellular radio technology to provide telecommunications between a cellular mobile radio unit and a landline telephone station or between two mobile radio units.

"Switch" shall mean the cellular telephone switch supplied by Motorola, Inc. and located at Southgate Industrial Center, 65 Southgate Boulevard, New Castle, Delaware 19720.

"System" shall mean the cellular communications system operating on Frequency Block A in the MSA.

5.2 The term of this Agreement shall commence on the date hereof and shall terminate on the fifth anniversary of the date that the System commences public service. At least six months prior to such termination, the Parties shall confer regarding the possible renewal of this Agreement on mutually acceptable terms and conditions.

5.3 The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

5.4 Amcell shall not be liable to Licensee or the System for any loss arising out of any action taken or omitted to be taken except if such act or omission constituted willful misconduct or gross negligence on the part of Amcell. Neither Amcell nor Licensee shall have any liability for failure to comply with the Agreement if such failure results from the occurrence of any contingency beyond the reasonable control of the party.

5.5 All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, address to the following:

If to Licensee:

Ellis Thompson
5406 North Missouri Avenue
Portland, Oregon 97217

With a Copy to:

Stuart F. Feldstein, Esquire
Fleischman and Walsh, P.C.
1725 N Street, N.W.
Washington, D.C. 20036

If to Amcell:

Amcell of Atlantic City, Inc.
Bayport One, Suite 400
Verona Boulevard
West Atlantic City, New Jersey 08232
Attn: Mr. John F. Scarpa
President

With a Copy to:

William S. Clarke, P.A.
105 College Road East
Forrestal Center
Princeton, New Jersey 08540

5.6 Nothing in the Agreement shall be construed to render Amcell and Licensee partners or joint venturers or to impose upon any of them any liability as such.

5.7 The Agreement constitutes the entire understanding between and among the Parties and supersedes any prior understandings respecting the subject matter thereof.

5.8 The Agreement shall not be changed, waived, released or discharged except by a writing signed by an officer or authorized representative of each of the Parties.

5.9 The Agreement shall be binding upon and inure to the benefit of the Parties, their successors and legal assigns.

5.10 The Parties shall execute and deliver such further instruments and perform such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

5.11 Nothing herein shall be construed to be to the benefit of or enforceable by any third party.

5.12 All article, section and paragraph titles or captions contained in the Agreement are for convenience only and shall not be deemed part of the text of the Agreement.

5.13 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

5.14 The Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date hereinabove indicated.

AMCELL OF ATLANTIC CITY, INC.

By: _____
John Scarpa
President

Ellis Thompson

ELLIS THOMPSON CORPORATION

By: _____
Ellis Thompson
President

American Cellular Network Corp. hereby guarantees payment and performance of all obligations of Amcell of Atlantic City, Inc. under the foregoing Agreement.

AMERICAN CELLULAR NETWORK CORP.

By: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date hereinabove indicated.

AMCELL OF ATLANTIC CITY, INC.

By: 

John Scarpa
President

Ellis Thompson

ELLIS THOMPSON CORPORATION

By: _____

Ellis Thompson
President

American Cellular Network Corp. hereby guarantees payment and performance of all obligations of Amcell of Atlantic City, Inc. under the foregoing Agreement.

AMERICAN CELLULAR NETWORK CORP.

By: 

SCHEDULE A
OUTLINE SYSTEM CONFIGURATION

The Atlantic City Cellular System has been configured with the following criteria:

- to provide maximum coverage throughout the Atlantic City MSA
- the ability to immediately overlap with adjacent Motorola Systems to provide uninterrupted regional cellular telephone service
- the ability to be easily and cost effectively integrated into the non-wireline cellular network serving the region adjoining the Atlantic City MSA

In that regard, the system will be constructed as follows:

- 4 cell sites strategically located to provide reliable coverage along all major traffic routes to casino, beach, resort, and marine areas
- with planned overlaps to the adjacent Motorola System controlled by the Philadelphia Switch. These overlaps will occur with cell sites located in Camden, Burlington and Gloucester Counties, New Jersey
- cell site equipment and antennas will be located at existing towers/tall buildings to minimize costs and construction time

To minimize leased line charges from the Atlantic City MSA Cell Sites to the Wilmington Switch, which will process all calls, the voice and data links will be "hubbed" or combined at one of the Atlantic City MSA Cell Sites. At this point, the data

will be sent to the adjacent Salem County Cell Site via microwave and into the existing Wilmington Cellular Communications Network for switch processing. The distance between the sites is less than 20 air miles and is an ideal microwave path.

Since the Motorola "DMX" feature, which permits inter system roaming, automatic completion of calls on a wide area basis, and customer validation has already been fully implemented in Wilmington and Philadelphia; there will be no additional hardware, software or communications' link costs to the Atlantic City System. Thus, the Atlantic City System will automatically become part of the wide area Delaware Valley non wireline cellular system, a feature which the wireline carrier BAMS cannot yet offer.

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AMENDMENT NO. 1 TO THE
AGREEMENT

THIS AMENDMENT NO. 1 is made on September 8, 1988 between AMCELL OF ATLANTIC CITY, INC., a New Jersey corporation ("Amcell"), having an office at One Belmont Avenue, Bala Cynwyd, Pennsylvania 19004, ELLIS THOMPSON, an individual, and ELLIS THOMPSON CORPORATION, (collectively "Licensee"), with an address at 5406 North Missouri Avenue, Portland, Oregon 97217. All capitalized terms used in this Amendment No. 1 (the "Amendment") that are defined terms in the agreement dated as of December 30, 1987 between the parties herein shall have the same meaning ascribed to them therein unless otherwise specified herein.

WITNESSETH:

WHEREAS, Licensee entered into an agreement (the "Agreement") with Amcell dated as of December 30, 1987, whereby Amcell has agreed to construct, maintain and provide telephone switching services for the System; and

WHEREAS, Amcell is currently providing cellular communication services to approximately 1500 customers in the Atlantic City, New Jersey MSA pursuant to a Reseller Agreement with Bell Atlantic, the wireline licensee, which customers Amcell is willing to serve through the System; and

WHEREAS, Amcell has existing offices and facilities,

management, technical and marketing personnel, and an extensive network of sales agents in Atlantic and Cape May Counties, New Jersey; and

WHEREAS, Amcell is experienced in the management and operation of cellular communications systems and Licensee has requested Amcell to render supervisory services in connection with the management and operation of the System;

WHEREAS, the parties desire to amend the Agreement to provide that Amcell will manage and operate the System on the terms and conditions hereafter set forth and to provide that Amcell will not, as a reseller, solicit or serve new customers in Atlantic City.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The definition of "Agreement" in Section 5.1 of the Agreement is hereby amended in its entirety to read as follows:

"Agreement" shall mean this Agreement entered into between Licensee and Amcell, as amended by Amendment No. 1 dated as of September 8, 1988.

2. The following definition is hereby added to Section 5.1 of the Agreement:

"Licensee" shall mean Ellis Thompson, Ellis Thompson Corporation or any entity which holds the Construction Permit or Operating License for the System.

3. Section 5.9 of the Agreement is hereby amended in its entirety to read as follows:

This Agreement shall be binding upon and inure to the